



**REQUEST FOR PROPOSAL  
15-10-PUR-03  
PRINTING SERVICES**

**INTRODUCTION**

Cochise County is soliciting written proposals from qualified firms to provide the annual printing requirements for the County. This will include, but not be limited to business cards, letterhead, envelopes of various sizes, multi-part NCR forms, door hangers, newsletters, postcards, etc. Pricing shall include packaging and delivery.

**Pre-submittal Meeting:**

**Deadline to Submit Questions:**

September 30, 2014 prior to 5:00 PM Local Standard Time

**Proposal Due Date:**

Prior to October 7, 2014 at 4:00 PM Local Standard Time

**Number of copies:**

1 Original, 2 Copies

**Contact:**

Terry Rutan  
Cochise County Procurement Department

**Phone:**

520-432-8392

**E-Mail:**

[trutan@cochise.az.gov](mailto:trutan@cochise.az.gov)

**Address for mailing and / or delivery of Proposals:**

Cochise County Procurement Department  
1415 Melody Lane, Bldg. C  
Bisbee, AZ 85603

**Technical Contact:**

Terry Rutan  
Cochise County Procurement Department

**TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

The County is exempt from F.E.T.

For Clarification of this offer contact:

\_\_\_\_\_  
Arizona Transaction (Sales) Privilege Tax  
License Number

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
e-mail

\_\_\_\_\_  
City State Zip

**PROPOSAL AUTHORIZATION**

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE SUBMITTED WITH  
THE PROPOSAL**

\_\_\_\_\_  
Print Name and Title

## **PART ONE**

### **1.0 Introduction:**

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

**1.1** For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

## PART TWO

### GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- **County:** Cochise County, Arizona
- **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 15-10-PUR-03
- **May:** Indicates something that is not mandatory but permissible
- **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- **Will:** Indicates an expression of intent, but is not binding
- **Solicitation:** An Invitation for Bids (IFB), Request for Price Quote (RFPC), Request for Proposals (RFP), Request for Qualifications (RFQ)
- **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals
- **Vendor:** Individual, partnership, or corporation who may be capable of providing the goods or services required in a solicitation

#### 2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offers to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

##### 2.1 Form: No Facsimile, Telegraphic or Electronic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic, Mailgram or electronic bid/offer shall be rejected.

##### 2.2 Typed or Ink; Corrections:

The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

##### 2.3 Bid/Proposal Form; Original Signatures:

The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

**2.4 Exceptions to Terms and Conditions:**

A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

**3.0 Inquiries:**

All inquiries related to this solicitation shall be directed to the Contracts Administrator unless otherwise stated in the solicitation.

**3.1 Submission of Inquiries:**

The Contracts Administrator or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time. Electronic inquiries may be submitted.

**3.2 Timeliness:**

The Contracts Administrator shall receive any inquiry at least fifteen (15) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

**3.3 No Right to Rely on Verbal Responses:**

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

**4.0 Submission of Offer:**

**Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.**

Bids/proposals shall be received at:

**Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

**4.1 Sealed Envelope or Package:**

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

**RFP 15-10-PUR-03 Printing Services**

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

**4.2 Addenda:**

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

- It is the proposer's responsibility to monitor the County's website for possible addenda to this solicitation to inform him/herself of the most current scope of work, terms and conditions and to submit his/her submittal in accordance with the original solicitation requirements and all addenda.

**4.3 Late Bids/Offers:**

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

- The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

**4.4 Overnight Delivery Service:**

Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.

**4.5 Bid/Offer Amendment or Withdrawal:**

A bid/offer may not be amended or withdrawn after the offer due date and time.

**4.6 Public Record:**

Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

**5.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date, unless otherwise stated in the solicitation.

**6.0 Taxes:**

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

**7.0 Cost of Bid/Offer Preparation:**

The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

**8.0 Certifications, Disclosure, and Disqualification:**

**8.1 Non-collusion, Employment and Debarment:**

By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

**8.2 Disclosure:**

If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.

**8.3 Disqualification:**

The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

## **9.0 Award of Contract:**

### **9.1 Number or Types of Awards:**

Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

## **10.0 Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

## **11.0 Protests and Disputes:**

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen (15). Any interested party may protest a solicitation, a proposed award or the actual award of a County contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Protestors should first contact the Procurement by telephone, with their questions regarding a solicitation, award or proposed award as the first step in the protest process. Frequently, the questions or problems can be resolved in this manner. Receipt of a verbal response does not preclude filing a formal written protest.

- Protests regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening date.
- Protests regarding materials included by addendum and received by the protestor less than five (5) working days before the bid opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known by the date of award.

Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award, or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protestor to the Procurement Director. It must include:

- The name, address, and telephone number of the protestor and the original signature of the protestor or its representative;
- The name and number of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

- The form of relief requested.

The Procurement Director will respond to all disputes within fourteen (14) working days of the receipt of the dispute. The response shall contain an explanation of the basis for the decision. The time period for this response may be extended for good cause for up to thirty (30) calendar days. The disputant shall be notified in writing that the time for issuance of a response has been extended.

**12.0 Order of Precedence:**

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors



## PART THREE

### SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Bidder/Offeror's Contacts:

- 1.1 All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392 or [trutan@cochise.az.gov](mailto:trutan@cochise.az.gov). The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Contracts Administrator as a contact.
- Vendors may submit questions for clarification concerning the RFP requirements to the Senior Buyer listed above. All questions must be received by 5:00 PM, Local Standard Time, on September 19, 2014. Cochise County reserves the right, at its sole discretion, to accept questions beyond that date, should unanticipated and significant issues arise. Immediate responses to questions are informal and are not binding on the County. An official County response to questions is made by issuing an addendum, if it is necessary.
  - If a Vendor discovers an ambiguity, discrepancy, conflict, omission or other error in the RFP, the Vendor shall immediately notify the Contracts Administrator listed above of such error and request modification or clarification of the RFP. Modifications will be made by issuing an addendum to the RFP.

#### 2.0 Pre-bid/Proposal Conference:

No pre-proposal conference will be held.

#### 3.0 Proposal Requirements:

To be considered for an award, the proposal submitted must include or specifically address all of the following items:

- 3.1 A cover letter, which shall be signed by an authorized employee or officer of the company, which briefly summarizes the proposal. Additionally, the Contractor must state in the cover letter that the Contractor's proposal shall be in accordance with all terms, conditions and requirements contained in this RFP, and that the proposal shall remain valid for a period of up to ninety (90) days following the date of receipt of the proposal. The cover letter shall also provide the name, phone and fax numbers and email address for the primary contact during the RFP process. The cover letter should not exceed two (2) pages in length. The County reserves the right to make an award without further discussion of the proposal with the Contractor. Therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.
- 3.2 All proposals must be submitted in a binder with a table of contents and tab inserts by sections, in order as shown below:
- Cover Letter: Submitted on official company letterhead and signed by appropriate corporate authority
  - Proposal Summary: Provide a concise introduction and summary outlining the general approach utilized in the proposal.
  - Submittal requirements for this Request for Proposals and other relevant information requested below:
    - Samples of all materials listed in the Scope of Work
    - Financial Status
  - **Experience and Capabilities of the Firm:**  
Describe the capabilities and experience of the firm in providing a wide variety of printing jobs in a professional and timely manner.

The Proposer shall provide a résumé of the project manager assigned to this Contract. The County reserves the right to request a replacement, for cause, of the project manager assigned to the Contract at any time during the term of the Contract. The County must be notified when a different project manager is assigned to the contract by the contractor. A résumé may be requested by the County for the replacement project manager.

- **References:**

Provide a list of three (3) references where the contractor is currently, or within the last three years, providing similar services. Include the name of agency, contact person and all contact information, length of contract, and average annual revenue from these contracts.

By providing such references you agree that neither Cochise County nor the clients referenced shall have any liability regarding the provision of such references or the County's use of such references in making selections under this request for proposals.

- **Samples:**

Provide samples of each type of printing job listed in Pricing Schedule of this document.

- **Schedule:**

Provide a schedule of normal turn-around time needed, as well as expedited available turn-around time needed for jobs listed in the Pricing Schedule.

- **Equipment:**

The Contractor shall provide a list of equipment on premises and the type of finished product the equipment produces in order to perform the printing jobs listed in this document. Provide the following information:

- Equipment manufacturer
- Equipment model
- Age of equipment
- Equipment function
- Workload capacity of equipment

- **Pricing Schedule:**

Complete the Pricing Schedule located at the end of the Request for Proposal document and return it with the other information requested.

#### **4.0 Financial Status:**

The Contractor shall submit the following financial information with their proposal:

- A current audited financial statement
- A current audited financial report or a copy of a current federal income tax return

Failure or refusal to provide this information may be sufficient grounds for the County to reject a proposal, and/or to declare a vendor non-responsive and/or non-responsible.

- If a Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the County with that information as part of its proposal. The County may use information regarding a Contractor's financial responsibility when making an award determination.

- The County reserves the right to take any action available if it discovers a failure to provide such information to the County including, but not limited to, a determination that the proposer should be declared non-responsible and/or non-responsive, and suspension or debarment of the proposer, in accordance with the processes defined in accordance with the processes defined in the Cochise County Procurement Policy Section Two.
- By submitting a proposal in response to this solicitation, the Contractor agrees that if, during the term of any contract it has with Cochise County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Contractor, under federal bankruptcy law or any state insolvency law, the Contractor shall immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the Contractor has the financial ability to meet its obligations to the County

#### 5.0 Subcontractors:

Proposer must list any subcontractor that will be used in performance of services herein. Include detail on respective qualifications for each subcontractor listed.

#### 6.0 Selection Process:

The Procurement Department will review all proposals received and make determinations relative to timeliness, signatures or other submission related issues of the proposal(s). A non-responsive submittal shall be eliminated from further consideration and cannot be recommended for an award of a contract. Upon completion of the review, an Evaluation Panel composed of County staff will screen all responsive proposals.

- The Evaluation Panel will evaluate proposals based upon the weighted evaluation criteria contained in this RFP.
- After the Evaluation Panel completes its initial evaluation, Offerors submitting the most highly rated proposals may be invited for interviews prior to final selection.
- The County reserves the right to award a contract to the firm that presents the proposal, which, in the sole judgment of the County, is determined to be the most advantageous offer based on cost and other criteria as indicated by the evaluation impact points below.

#### 7.0 Evaluation Criteria

The Evaluation Panel shall evaluate and score proposals using the following:

<u>Evaluation Criteria</u>	<u>Evaluation Points</u>
Competency of the Firm	25
Experience/Qualifications	
Financial Status	
References	
Technical Proposal	25
Quality of Samples Submitted	
Equipment	
Turn Around Time on Orders	
Response to the Proposal	20
Degree Of Completeness Of Response To The RFP	
Price Schedule	30
Overall Cost to the County	
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**PART FOUR**  
**SCOPE OF WORK**

**1.0 Background and Objective:**

Cochise County is soliciting written proposals from qualified firms to provide the annual printing requirements for the County. This will include, but not be limited to business cards, letterhead, envelopes of various sizes, single and multi-part NCF forms, door hangers, newsletters, postcards, pamphlets, booklets, high-speed duplicating, binding and padding. Pricing shall include packaging and delivery.

This is the first time that the County has solicited for a county-wide printing contract, therefore actual amounts and types of printing are not available. Last fiscal year approximately \$277,000.00 was expended on outside printing and binding. It is estimated that a similar amount would be expended during the course of this contract. However, this is an estimate only and not a guarantee that this amount will be spent.

**2.0 Definitions:**

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the Contracts Administrator will determine the applicable interpretation.

**3.0 Requirements:**

The Scope of Work for this solicitation is to perform printing services for Cochise County government. Printing services shall include, but not be limited to, letterhead, various types of envelopes, business cards, forms (single and multi-page), brochures, pamphlets, booklets, high-speed duplicating, binding, padding and other services normally provided by a full service printing company. The County is in the process of creating a logo which will be used on stationary and business cards which will be in both color and black and white. However it will not be ready until after the proposal process has been completed.

- The successful Contractor(s) shall supply proofs of all work prior to beginning a job. These proofs shall be signed off on by the ordering department and returned to the Contractor. Cochise County shall not be responsible for mistakes in printing if no proof is signed, dated and returned to the Contractor. The Contractor shall assume all risk for errors if no signed proof is submitted.
- Paper used shall be 20% post consumer waste, unless otherwise indicated by the ordering department.

**3.1 Schedules:**

Printed material is listed on the attached schedules. Cochise County reserves the right to add or delete items from the schedules as necessary during the term of this contract.

- Schedule #1: Letterhead, envelopes, and business cards
- Schedule #2: Single sheet and multi-part forms
- Schedule #3: Multiple sheet booklets with covers, stapled and folded
- Schedule #4: Large complex projects
- Schedule #5: Set up fees, typesetting, negatives, plates, binding, etc.

**3.2 Pricing:**

Pricing of items listed on the Schedules shall include, but not be limited to, the price of all paper, inks, labor, materials, delivery and any other associated costs necessary for the completion of a given printing project. Cochise County shall not warehouse paper nor purchase minimum quantities to fulfill an order.

**3.3 Art Work, Negatives, and Plates:**

Cochise County shall retain all rights and possession to any of the following, but not limited to, artwork, negatives, plate, typesetting, etc. collectively called "property". This property shall be presented to Cochise County on demand only by the Procurement Department or any County office

that is related to the specific property. This shall include graphics and artwork produced by the Contractor to meet the needs of specific County jobs. This artwork will be provided to Cochise County in digital formats that can be read, altered or utilized on a PC platform computer. Formats include, but are not limited to, jpg, tiff, gif, psd, and bmp. These files shall be provided in an open format that can be utilized by the County for web publishing, printed materials in house, and manipulation into other graphics created by Cochise County.

**3.4 Contractor Availability:**

During the term of the contract, the contractor will be required to be available for consultation. This shall include, but not be limited to, trips to various departments within the County to consult with staff about the various aspects of printing jobs. The successful contractor may work out their own schedule and make appointments as necessary.

**3.5 Order Placement:**

Orders will be placed by user departments, either by purchase order or by procurement card.

- Purchase orders will list the quantity, work to be done, unit price, a sample of the material to be printed and other pertinent information. It will also state the delivery address and a contact name as well as the billing information. All invoices must be billed directly to the ordering department.
- Orders may also be placed electronically or by telephone. In these cases, payment will be made by a Cochise County procurement card (MasterCard). These orders will generally be less than \$1,000.00. Vendors are hereby cautioned that Cochise County **is not** responsible for any orders placed without a signed purchase order or County procurement card information.

**3.6 Electronic Ordering Capabilities:**

Cochise County is interested in streamlining the process of ordering printed materials. Electronic ordering capabilities for the departments is desirable and encouraged. Vendors shall detail any electronic order in capabilities they have and include any software available for the County to evaluate. Electronic ordering would be paid by credit card. Vendors not having electronic ordering capabilities will not be disqualified from possible award of a contract.

**3.7 Delivery:**

Contractors must be able to deliver all orders within five (5) business days after receipt of an order or a signed proof. Orders must be delivered to the location given at the time of order unless other arrangements have been made. For large or complex projects a mutually agreed upon timeframe will be negotiated.

**3.8 Warehousing/Distribution:**

Cochise County is willing to consider warehousing printed material at the contractor's location for delivery on an as needed basis. Details such as quantities, length of storage, environmental conditions, delivery lead time, and other pertinent information should be provided in the contractor's proposal.

**3.9 Invoicing:**

Invoicing shall be provided upon delivery of printed material. Billing shall be made to the ordering department, whose address will appear on the purchase order. Credit card orders shall be provided with an invoice showing that payment has been received

- Invoicing shall be done in a timely manner and shall list the ordering department, date of delivery, method of delivery, purchase order number or , in the case of credit card orders, the name of the person placing the order, number of units ordered, unit pricing, extended price, sales tax, and total.

**4.0 Confidentiality:**

This contract required complete and uncompromised confidentiality from the successful contractor. Printed material such as, but not limited to, legal documents, warrants, confidential notices etc. are for the strict use of Cochise County.

## **PART FIVE**

### **SPECIAL TERMS AND CONDITIONS**

- 1.0 Bid/Proposal Opening:**  
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**  
Bids shall be read publicly and recorded.
- 1.2 Proposals:**  
The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**  
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 3.0 Award of the Contract:**  
The Board of Supervisors will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County.
- 4.0 Effective Date of Contract:**  
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**  
The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**  
The term of the Contract shall be from date of award through September 30, 2010.
- 7.0 Renewal of the Contract:**  
Upon written agreement of both parties at least sixty (60) calendar days prior to each Contract anniversary date, the Contract may be renewed for a period of four (4) successive one-year periods under the same terms and conditions as the original Contract. The total number of renewal years permitted shall not exceed four (4).
- 8.0 Price Adjustment (Annual):**  
The Cochise County Procurement Department may review a fully document request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Procurement Department shall determine whether the requested price increase or an alternate option is in the best interest of the County.
- 9.0 Confidential Information:**  
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Contracts Administrator should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.

**10.0 Suspension or Debarment Status:**

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

**11.0 Intergovernmental Purchasing Agreements:**

Cochise County has entered into Interactive Purchasing Agreements with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Contractor to whom this Contract is awarded may be requested by other parties to said Interactive Purchasing Agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this Contract, pursuant to the terms and conditions stated therein. If the Contractor chooses not to extend this pricing to other political subdivisions, they should state so in their proposal.

**12.0 Minimum Requirements:**

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

**13.0 Failure to Deliver:**

In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**14.0 Authorization for Orders:**

Authorization for purchases under the terms and conditions of this Contract will be made only upon issuance of a Purchase Order. A separate delivery release will be issued against the Purchase Order, either in writing or by telephone.

**15.0 Insurance Requirements:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein is sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.



- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Cochise.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**16.0 Compensation and Method of Payment:**

In consideration of the performance of the services described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth in the Bid/Proposal and the Contractor will charge the County only in accordance with those same amounts.

- Cochise County will pay the Contractor within thirty (30) days following the receipt of itemized invoice(s) for the services rendered. No payment will be issued prior to receipt of material or service and correct invoice.

**17.0 Non-exclusive Contract:**

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

**PART SIX  
GENERAL TERMS AND CONDITIONS**

**1.0 Certification:**

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

**2.0 Gratuities:**

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

**3.0 Applicable Law:**

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

**4.0 Arizona Procurement Code:**

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Procurement Policy are a part of this document as if fully set forth herein.

**5.0 Legal Remedies:**

All claims and controversies shall be subject to A.R.S. §12-1518 et. al.

**6.0 Contract:**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

**7.0 Contract Amendments:**

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

**8.0 Provisions Required By Law:**

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**9.0 Termination by the County:**

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written the parties to this Contract receive notice from the County, unless the notice specifies a later time.

**9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

**9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten- (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

**9.2.1** Contractor provides personnel who do not meet the requirements of the contract;

**9.2.2** Contractor fails to adequately perform the stipulations, conditions, or services and/or specifications required in the contract;

**9.2.3** Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

**9.2.4** Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

**9.2.5** Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**10.0 Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

**11.0 Relationship of Parties:**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

**12.0 Interpretation - Parol Evidence:**

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the

parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

**13.0 Assignment - Delegation:**

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**14.0 Subcontracts:**

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**15.0 Rights and Remedies:**

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**16.0 Protests:**

Protests shall be filed and shall be resolved in accordance with the Cochise County Procurement Policy, Section Fifteen. A protest shall be in writing and shall be filed with the Procurement Director. A protest of a solicitation shall be received at the Procurement Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

**16.1** The name, address and telephone number of the protester;

**16.2** The signature of the protester or its representative;

**16.3** Identification of the Purchasing Agency and the solicitation or contract number

**16.4** A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

**16.5** The form of relief requested.

**17.0 Warranties:**

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

**18.0 Indemnification:**

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

- 18.1** is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and
- 18.2** is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

**19.0 Overcharges by Antitrust Violations:**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

**20.0 Force Majeure:**

**20.1** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

**20.1.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

**20.1.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

**20.2** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**21.0 Right to Assurance:**

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

- 22.0 Records:**  
Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.
- 23.0 Advertising:**  
Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.
- 24.0 Exclusive Possession:**  
All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.
- 25.0 Title and Risk of Loss:**  
The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 26.0 Liens:**  
All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.
- 27.0 Payment:**  
A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.
- 28.0 Licenses:**  
Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.
- 29.0 Preparation of Specifications by Persons Other than County Personnel:**  
All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 30.0 Cost of Bid/Proposal Preparation:**  
The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 31.0 Public Record:**  
All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.
- 32.0 Payment by the County:**  
Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**33.0 Independent Contractor:**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

**33.1** The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

**34.0 Legal Arizona Workers Act Compliance:**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Subcontractor's employees and with the requirements of A.R.S. §23-214(A). The Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by the Subcontractor will be deemed to be a material breach of this contract subjecting the Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

**PART SEVEN**  
**FORM OF AGREEMENT**

**1.0 Form of Agreement:**

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Contractor**". **Do not fill in the date.**

**1.1 Return the completed Form of Agreement with the proposal packet.**



**AGREEMENT #15-10-PUR-03  
PRINTING SERVICES**

**BETWEEN COCHISE COUNTY**

**and**

\_\_\_\_\_  
Name of Firm

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Rutan, Contracts Administrator  
Cochise County Procurement Department  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract is designated by the County as No. #15-10-PUR-03 Printing Services

The County and Contractor agree as follows:

**Article I. Contract Documents:** The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

**Article II. Contract Performance:** The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

**Article III. Date of Commencement and Completion:** The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

**Article IV. Payment:** The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

**This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014.**

**CONTRACTOR:**

---

Authorized Signature

---

Print Name and Title

**COCHISE COUNTY**

**REVIEWED BY:**

---

Terry Rutan, Senior Buyer

**BOARD OF SUPERVISORS**

**APPROVED BY:**

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Pat Call, Chair

**ATTEST:**

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Arlethe Rios, Clerk of the Board

## PRICING SCHEDULE

Schedule 1: Letterhead, Envelopes, and Business Cards			
Description	Price per 500	Price per 1000	Price per 2500
<b>Letterhead:</b>			
20# White bond-black ink			
20# White bond-black ink & PMS ink			
24# White bond-black ink			
24# White bond – black ink & PMS ink			
24# Ivory bond-black ink			
24# Ivory bond-black ink & PMS ink			
<b>Envelopes:</b>			
Plain #10 white, black ink			
Plain #10 white, black & PMS ink			
Window #10 white, black ink			
Window #10 white, black & PMS in,			
#10, 24# white, black ink			
#10, 24#, white, black & PMS ink			
#10, 24#, ivory, black ink			
#10, 24#, ivory, black & PMS ink			
10x13 White catalog envelopes, black ink			
10x13 White catalog envelopes, black & PMS ink			

<b>Business Cards:</b>	<b>Price per 500</b>	<b>Price per 1000</b>	<b>Price per 2500</b>
#80 White cover, black ink			
80# White cover, black & PMS ink			
80# Ivory cover, black ink			
80# Ivory cover, black & PMS ink			

**Schedule 2: Single and Multi-part NCR Forms**

<b>Description</b>	<b>Price per 500</b>	<b>Price per 1000</b>	<b>Price per 2500</b>
<b>Single Sheet Forms:</b>			
20# White bond, one side, black ink			
20# White bond, one side, black & PMS ink			
20# White bond, two side, black ink			
20# White bond, two side, black & PMS ink			
80# White cover, one side, blank ink			
80# White cover, one side, black & PMS ink			
Numbering for single sheet forms			
<b>Multi-part NCR Forms:</b>			
Two part, one side with black ink			
Two part, one side with black ink & PMS			
Two part, two sides with black ink			
Two part , two sides with black & PMS ink			
Three part, one side with black ink			
Three part, one side with black & PMS ink			
Three part, two sides with black ink			

	Price per 500	Price per 1000	Price per 2500
Three part, two sides with black & PMS ink			
Four part, one side with black ink			
Four part, one side with black & PMS ink			
Four part, two sides with black ink			
Four part, two sides with black & PMS ink			
Five part, one side with black ink			
Five part, one side with black & PMS ink			
Five part, two sides with black ink			
Five part, two sides with black & PMS ink			
Receipt books, two part			
Numbering for multi-part forms			

**Schedule 3: Multiple Sheet Booklets. With Covers, Stapled and Folded**

Description	Price per 500	Price per 1000	Price per 2500
<b>Multiple sheet booklets, finished size 5 ½ x 8 ½, 80# white cover, 60# inserts white offset, cover printed one side with black ink, inserts printed two sides with black ink, stapled folded</b>			
Cover and 12 pages			
Cover and 16 pages			
Cover and 20 pages			
Cover and 28 pages			
Cover and 36 pages			
Cover and 40 pages			

Multiple sheet booklets, finished size 8 ½ x 11, 80# white cover, 60# inserts white offset, cover printed one side with black ink, inserts printed two sides black ink, stapled, folded			
Cover and 12 pages			
<b>Description</b>	<b>Price per 500</b>	<b>Price per 1000</b>	<b>Price per 2500</b>
Cover and 16 pages			
Cover and 20 pages			
Cover and 28 pages			
Cover and 36 pages			
Cover and 40 pages			
<b>Schedule 4: Brochures, Tri-fold, Bi-fold, Post Cards, etc.</b>			
<b>Description</b>	<b>Price per 500</b>	<b>Price per 1000</b>	<b>Price per 2500</b>
70# Coated text, black & PMS ink, two sides, tri-fold, 8 ½ x 11			
70# Coated text, black & 2 PMS ink, two sides, tri-fold, 8/81 x 11			
70# Coated text, process color, two sides, tri-fold, 8 1/2 x 11			
80# Post cards 3 ½ x 5 ½, two sides, black ink			
80# Post cards 3 ½ x 5 ½, two sides, black & PMS ink			
80# Post cards, 4x6, two sides black ink			
80# Post cards, 4x6, two sides, black & PMS ink			
<b>Schedule 5: Large, Complex Projects</b>			
<b>To be negotiated with Contractor(s) on a per quotation basis</b>			

Schedule 6: Set Up Fees, Artwork, Negatives, etc.			
	Price per Hour		
Set Up Fees			
Artwork, Graphic Design			
Typesetting			
	Price per Hour		
Negatives			
Other (Please List)			